

DOUGLAS GLENN MCKAY Non-Confidential Portion
DINAH PHAM vs. JPMORGAN CHASE BANK

April 07, 2015

1

1 ALAMEDA COUNTY SUPERIOR COURT, STATE OF
2 CALIFORNIA (Unlimited Civil), Administration Building,
3 1221 Oak Street, Oakland, California 94612

4

5 DINAH PHAM, et al.,) CASE NO.: RG12652919
6 Plaintiffs,)
7 vs.)
8 JPMORGAN CHASE BANK, N.A.,)
9 et al.,)
10 Defendants.)
11 _____
12
13
14
15
16 DEPOSITION OF DOUGLAS GLENN MCKAY
17 SAN FRANCISCO, CALIFORNIA
18 APRIL 7, 2015
19
20
21
22
23
24
25 REPORTED BY: MICHAEL CUNDY, CSR 12271

DOUGLAS GLENN MCKAY Non-Confidential Portion
DINAH PHAM vs. JPMORGAN CHASE BANK

April 07, 2015

2

1 DEPOSITION OF DOUGLAS GLENN MCKAY, taken at
2 One Maritime Plaza, Suite 1925, San Francisco, California,
3 on Tuesday, April 7, 2015, at 10:04 A.M., before Michael
4 Cundy, Certified Shorthand Reporter, in and for the State
5 of California.

6

7 APPEARANCES:

8 FOR THE PLAINTIFFS:

9 LAKESHORE LAW CENTER
10 BY: JEFFREY WILENS, ESQ.
11 18340 Yorba Linda Boulevard
12 Suite 107-610
13 Yorba Linda, California 92886
14 (714) 854-7205
15 jeff@lakeshorelaw.org

16 FOR THE DEFENDANTS, MONEYMUTUAL, LLC; MONTEL WILLIAMS;
17 SELLING SOURCE, LLC; GLENN MCKAY; LONDON BAY CAPITAL, LLC;
18 TSS ACQUISITION COMPANY, LLC; PARTNER WEEKLY, LLC; JOHN
19 HASHMAN; AND BRIAN RAUCH:

20 PUTTERMAN LOGAN LLP
21 BY: DONALD J. PUTTERMAN, ESQ.
22 One Maritime Plaza
23 300 Clay Street
24 Suite 1925
25 San Francisco, California 94111
dputterm@plglawyers.com

1

I N D E X

2

3 WITNESS: Douglas Glenn McKay

4

5 EXAMINATION: PAGE

6 By Mr. Wilens 4

7

8

9 INDEX OF EXHIBITS

10 EXHIBITS MARKED

11 Exhibit 1 Miscellaneous documents 185

12

13

14

15 QUESTIONS MARKED FOR MR. WILENS:

16 PAGE LINE

17 252 12

18 252 25

19

20

21

22

23

24

25

DOUGLAS GLENN MCKAY Non-Confidential Portion
DINAH PHAM vs. JPMORGAN CHASE BANK

April 07, 2015

4

1 SAN FRANCISCO, CALIFORNIA; TUESDAY, APRIL 7, 2015

2 10:04 O'CLOCK A.M.

3 -00o-

4

5 Whereupon,

6 DOUGLAS GLENN MCKAY,

7 having first been called as a witness, was duly sworn and
8 testified as follows:

9

10 EXAMINATION

11 BY MR. WILENS:

12 Q Could you state your name, please?

13 A Douglas Glenn McKay.

14 Q Date of birth?

15 A June 15, 1955.

16 Q Did you receive a notice of this deposition,
17 Mr. McKay?

18 A A notice?

19 Q Yes. Something telling you that the deposition
20 was today and the location.

21 A Yes.

22 Q That document also listed some documents you were
23 being asked to produce. Did you have a chance to review
24 that list of documents?

25 A It's being worked on.

1 Q Is that a "yes"?

2 A I didn't look at it personally, no.

3 Q Okay.

4 MR. PUTTERMAN: Counsel, let me just note for the
5 record that Mr. McKay is not the custodian of records for
6 the company.

7 We responded to the -- to the document request
8 included in the deposition notice, in any event, as if it
9 were directed to the company, and we're treating it as if
10 it were directed to the company.

11 MR. WILENS: I appreciate that. That doesn't
12 relieve the deponent of his obligation to be personally
13 involved in the process, but we will get to that in a
14 moment.

15 BY MR. WILENS:

16 Q I want to go over some of the documents you were
17 asked to produce, and you can tell me if -- what you know
18 about them. Okay?

19 Well, let me start by saying, are you producing
20 any documents today?

21 A No.

22 Q Nothing?

23 MR. PUTTERMAN: We've got one document that we
24 will produce to you tomorrow, and the reason for that is,
25 is that Mr. Humphreys has knowledge of it, Mr. McKay does



ESQUIRE
SOLUTIONS

EXHIBIT 4: TRANSCRIPT OF DEPOSITION OF GLENN MCKAY

800.211.DEPO (3376)
EsquireSolutions.com

1 Q Sir, do you know why you are -- why you are named
2 as a defendant in this lawsuit?

3 A Yes.

4 Q Why?

5 A I'm the CEO of the company.

6 Q But do you know what the company allegedly did
7 wrong to cause it to be sued?

8 A In general, yes.

9 Q What is it?

10 A I don't know. I would have to -- I would have to
11 look at my documents.

12 Q Well, how about, in general, I try to refresh your
13 recollection? Selling Source owns Partner Weekly; right?

14 A Correct.

15 Q Partner Weekly sells or invoices payday loan leads
16 to lenders; correct?

17 A Yes.

18 Q Some of those lenders are not licensed by the
19 state where they sell the loans; correct?

20 A I don't --

21 MR. PUTTERMAN: Are you referring specifically to
22 California?

23 BY MR. WILENS:

24 Q Some of those lenders are not licensed in
25 California?

1 A And some of the lenders don't need to be.

2 Q That's, obviously, why there's a lawsuit. Maybe
3 they do, maybe they don't, but you understand that some of
4 the lenders are not licensed in the State of California?

5 A Because it's not necessary.

6 MR. PUTTERMAN: Just answer this one yes or no.

7 THE WITNESS: Some of the lenders what?

8 BY MR. WILENS:

9 Q Are not licensed to sell loans in California;
10 correct?

11 A Correct.

12 Q All right. Now, the accusation is that Partner
13 Weekly and Selling Source and, for that matter, London Bay
14 Capital should not have sold leads to unlicensed lenders.
15 That's the accusation. You understand that?

16 MR. PUTTERMAN: Objection. Lacks foundation.

17 You can respond to that.

18 THE WITNESS: I understand it.

19 BY MR. WILENS:

20 Q Okay. So all I'm asking you is, wasn't there
21 communications between London Bay Capital and Selling
22 Source about, gee, should we sell -- we're being sued by a
23 federal court class action, state court class action, State
24 of Illinois, State of Arkansas, State of New York.

25 Are you telling me there were never any



ESQUIRE
SOLUTIONS

EXHIBIT 4: TRANSCRIPT OF DEPOSITION OF GLENN MCKAY

800.211.DEPO (3376)
EsquireSolutions.com

1 counsel, just the general question of whether or not you
2 and Mr. Humphreys, together, participated in communications
3 which involved the lawsuit.

4 THE WITNESS: We wouldn't talk about it unless we
5 were -- had attorneys present.

6 BY MR. WILENS:

7 Q You don't talk to each other unless you have
8 attorneys present?

9 MR. PUTTERMAN: That's not what he said, Counsel.
10 Misstates the testimony. Lacks foundation. Argumentative.

11 BY MR. WILENS:

12 Q You are saying, once the lawsuit was served on
13 you, if you had an e-mail conversation with Mr. Humphreys,
14 it was only done if there was an attorney present during
15 the e-mailing? How would that work?

16 MR. PUTTERMAN: Or whether it was for the purpose
17 of consulting counsel or passing on the advice of counsel.

18 BY MR. WILENS:

19 Q Or how about just talking about the business of
20 Selling Source, Hey --

21 A That's different.

22 Q -- we're being sued for making payday loans to
23 unlicensed lenders, maybe we should stop doing that?

24 A We wouldn't -- we wouldn't talk about that. We
25 would only do it in a privileged conversation.

1 Q And why is that? Why would you only do that in a
2 privileged conversation?

3 MR. PUTTERMAN: Objection. Argumentative.

4 You can respond.

5 THE WITNESS: I'm not an attorney, so I would want
6 an attorney present.

7 BY MR. WILENS:

8 Q You need an attorney to tell you what to do if you
9 are talking to the CEO of London Bay Capital? Is that what
10 you are saying?

11 A To ask --

12 MR. PUTTERMAN: Hold it. Hold it. Hold it.

13 Again, misstates the testimony. Incomplete
14 hypothetical. Either you are talking about the lawsuits or
15 you are not.

16 MR. WILENS: Well, this request is about the
17 lawsuits, but --

18 MR. PUTTERMAN: Well --

19 MR. WILENS: -- I don't understand why --

20 MR. PUTTERMAN: Because you are asking
21 argumentative questions, which are vague and ambiguous
22 because you keep hopping back. I know you think you are
23 very clever in doing that, but you are not.

24 MR. WILENS: The problem is, you are refusing to
25 produce any documents, and the witness didn't even look for

1 THE WITNESS: Generally speaking, I -- there may
2 be.

3 BY MR. WILENS:

4 Q So why didn't you look for them?

5 A I wasn't asked.

6 Q You were not asked to look for them, is that what
7 you are saying?

8 A I don't believe so.

9 Q Okay. Let's move on to number five now.

10 Documents reflecting communications during the class period
11 between Partner Weekly and Selling Source regarding whether
12 unlicensed payday lenders should be sold leads, any
13 documents responsive to that?

14 A No.

15 Q Did you look for them?

16 A No.

17 Q Why not?

18 A Don't need to.

19 Q Why not?

20 A It wouldn't be a discussion point.

21 Q What do you mean, it wouldn't be a discussion
22 point?

23 A There's no issue whether unlicensed payday lenders
24 should be sold leads.

25 Q In other words, Selling Source didn't care about

1 the licensed status of the lenders? Is that what you are
2 saying?

3 MR. PUTTERMAN: Objection.

4 BY MR. WILENS:

5 Q Then what are you saying?

6 MR. PUTTERMAN: Hold it. Hold it. Wait for me to
7 object, Mr. McKay.

8 Objection. Argumentative. Lacks foundation.

9 Now you can go ahead and answer.

10 MR. WILENS: Can you read the original question
11 back to him?

12 THE REPORTER: I can, but I do need an agreement
13 that we quit talking over each. We need to slow down a
14 little. Otherwise, I am going to have to get a different
15 reporter here. I can't sit here all day and have it like
16 this.

17 MR. PUTTERMAN: On the record, the reporter has
18 made a request that everybody slow down and stop talking
19 over each other, because it is difficult for him to report.
20 I will certainly attempt to do that.

21 Mr. McKay --

22 THE WITNESS: Yes.

23 MR. PUTTERMAN: -- let Mr. Wilens finish his
24 questions.

25 And, Mr. Wilens, I will simply ask that you slow



ESQUIRE
SOLUTIONS

EXHIBIT 4: TRANSCRIPT OF DEPOSITION OF GLENN MCKAY

800.211.DEPO (3376)
EsquireSolutions.com

1 down and that we all attempt not to talk over each other.

2 Okay?

3 Is that satisfactory, Mr. Reporter?

4 THE REPORTER: Yes.

5 MR. PUTTERMAN: Okay.

6 (Whereupon the reporter read the following into
7 the record:

8 "QUESTION: In other words, Selling Source didn't
9 care about the licensed status of the lenders? Is
10 that what you are saying?")

11 MR. PUTTERMAN: And I objected on the grounds it's
12 argumentative and lacks foundation.

13 Mr. McKay can now respond to the question.

14 THE WITNESS: That's not an issue.

15 BY MR. WILENS:

16 Q Did Selling Source care whether or not the lenders
17 who received the payday loan leads from Partner Weekly were
18 state licensed? Yes, they cared, or no, they didn't?

19 A It is not our job to be a regulator. It's the
20 lender's responsibility to be properly licensed.

21 Q So the answer is, Selling Source did not care --

22 MR. PUTTERMAN: No.

23 BY MR. WILENS:

24 Q -- correct?

25 A No.

1 MR. WILENS: He can answer on his own.

2 MR. PUTTERMAN: You know what, I get to object.

3 MR. WILENS: That's not an objection.

4 MR. PUTTERMAN: I haven't even stated the
5 objection yet, so I don't know what you are talking about.

6 MR. WILENS: You said no. In other words, you
7 were trying to coach.

8 MR. PUTTERMAN: Because you interrupted me in
9 making the objection. The objection is: Misstates the
10 testimony, lacks foundation, and argumentative.

11 MR. WILENS: But you can't start by saying no.

12 MR. PUTTERMAN: You know what, Counsel, I'll start
13 any way I want. You have no idea where I'm going with it.

14 MR. WILENS: You just overspoke me after promising
15 the reporter you would not.

16 MR. PUTTERMAN: My apologies, Mr. Reporter.

17 BY MR. WILENS:

18 Q I'm going to ask you the question again, because
19 I'm not sure I got an answer from you. I got one from the
20 counsel.

21 MR. PUTTERMAN: No. You got an objection from his
22 counsel.

23 BY MR. WILENS:

24 Q The question is: It did not matter to Selling

25 Source whether the lenders were licensed or not? Is that a

1 true statement?

2 A No.

3 Q So did it matter to Selling Source?

4 MR. PUTTERMAN: Objection. Lacks foundation.

5 Argumentative.

6 THE WITNESS: If they had signed our agreement
7 that they are following the applicable rules.

8 BY MR. WILENS:

9 Q What do you mean, our agreement?

10 A The lead purchase agreement.

11 Q Well, everyone who received leads from Partner
12 Weekly did purchase -- did sign a lead purchase agreement;
13 correct?

14 A Correct.

15 Q So given that fact, did it matter to Selling
16 Source that some of those lenders were not licensed by
17 California?

18 A That's not up to Selling Source to decide.

19 Q It's up to Selling Source to decide whether it
20 matters or not, so the question is: Did it matter or not
21 to Selling Source?

22 MR. PUTTERMAN: Objection. Argumentative.

23 You can answer.

24 THE WITNESS: As long as they signed the agreement
25 stating they were following applicable rules, Selling

1 Source or Partner Weekly accepts them as a customer.

2 BY MR. WILENS:

3 Q Move on to number six. Documents reflecting
4 communications during the class period between Partner
5 Weekly and Selling Source concerning this lawsuit or the
6 Gilbert lawsuit, were there any communications?

7 A None that weren't attorney/client privileged.

8 Q Did you have any communications with Mr. Madsen
9 about either of these two lawsuits?

10 A No.

11 Q You didn't have any communications at all?

12 A No.

13 Q The subject matter never came up?

14 MR. PUTTERMAN: Objection. Cumulative and
15 argumentative.

16 You can answer once more.

17 THE WITNESS: Not unless it was attorney/client
18 privileged.

19 BY MR. WILENS:

20 Q That's what I'm getting at. The first time you
21 said, none unless it was attorney/client privileged, but
22 then you said there were no communications at all.

23 A I meant, that weren't attorney/client privileged.

24 Q Well, when was the first conversation with
25 Mr. Madsen about either of the two lawsuits?

1 Q It came from my mind.

2 MR. PUTTERMAN: Always dangerous.

3 BY MR. WILENS:

4 Q Was it Derek Lafavor?

5 A In 2007?

6 Q Yes.

7 A 2009 is when we started.

8 Q I got you. But I'm just asking you. In 2007, was
9 Derek Lafavor the --

10 MR. PUTTERMAN: Do you know?

11 THE WITNESS: Yes.

12 BY MR. WILENS:

13 Q Yes, he was?

14 A Yes.

15 Q And that's D-e-r-e-k L-a-f-a-v-o-r?

16 A F-a-v-o-r.

17 Q F-a-v-o-r, okay. So, in 2009, are you the CEO of
18 Selling Source, or not?

19 A No.

20 Q Who is?

21 A Until the fall of 2009, it was still Mr. Lafavor.

22 Q What was your title?

23 A President.

24 Q You were the president of Selling Source?

25 A Correct.

1 Q Anyone else who reports directly to you?

2 A Well, I can cut it short. There's nobody who has
3 any ownership interest other than myself.

4 Q So Selling Source does have an officer structure.
5 It has a CFO. It has a CEO. Does it have any other
6 officers?

7 A No.

8 Q Vice presidents?

9 A It has other C-level executives who are not
10 officers.

11 Q When you say C-level, what do you mean by that?

12 A Chief analytics officer, CAO.

13 Q They are not considered officers, though --

14 A No.

15 Q -- in the structure?

16 A No.

17 Q And there's also a board of directors of Selling
18 Source?

19 A Yes.

20 Q And who is on the board?

21 A London Bay Capital and myself.

22 Q So that would be London Bay Capital, LLC?

23 A Yes.

24 Q And Glenn McKay. Now, moving on to number 11,
25 which is documents about the corporate relationship, so

1 that's completed along with documentation -- oh, articles
2 of incorporation and business license.

3 Q All right.

4 A And then it's submitted.

5 Q Prior to September of 2013, checking to see if a
6 lender was licensed to make loans in the state where it's
7 offering loans was not part of this check of the legitimacy
8 of the lender; is that correct?

9 A Yes.

10 Q Didn't you think that being licensed to make loans
11 was part of something that would make someone legitimate --
12 a legitimate lender?

13 MR. PUTTERMAN: Objection. Argumentative.

14 You can answer.

15 THE WITNESS: No, not until we started dealing
16 with lenders -- state-licensed lenders that had brick and
17 mortar locations, with leads ending up in those locations
18 which were not Internet-based transactions, and we made the
19 decision, because of that, we should have a copy of the
20 state license -- licenses by the lender.

21 BY MR. WILENS:

22 Q Well, why in September 2013 did you make that
23 decision?

24 A We lost most lenders as result of Operation Choke
25 Point and were left mostly with state-by-state lenders, and

1 MR. PUTTERMAN: Yes, you are.

2 BY MR. WILENS:

3 Q I'm trying to talk over your counsel, who is
4 speaking to me simultaneously.

5 MR. PUTTERMAN: Counsel, do you have any evidence
6 that any of these were served on Selling Source? No.

7 MR. WILENS: Why do they have to be served?

8 MR. PUTTERMAN: Why would you assume that they
9 would know about it?

10 MR. WILENS: Because they said they checked the
11 legitimacy of the lenders.

12 MR. PUTTERMAN: No. Counsel --

13 THE WITNESS: No.

14 MR. PUTTERMAN: -- he answer --

15 THE WITNESS: Sorry.

16 MR. PUTTERMAN: Let me finish my objection.

17 MR. WILENS: You are not objecting. You are
18 arguing.

19 MR. PUTTERMAN: No. You are misstating his
20 testimony, because he described exactly what that meant.

21 BY MR. WILENS:

22 Q Fine. Does checking the legitimacy of the lender
23 include checking to see if they are in violation of a state
24 law?

25 A We -- they warrant that they are following all

1 federal and state applicable rules.

2 Q But they are lying; right? They are lying? You
3 don't care?

4 A It's -- there's no law that says I have to go find
5 these.

6 Q So these are public record on the Internet. You
7 are saying, even if you found them, you just don't want to
8 know about it?

9 A No. We're not aware of them.

10 MR. PUTTERMAN: That's an incomplete hypothetical.

11 BY MR. WILENS:

12 Q All of the cease and desist orders that have been
13 issued against all of these lenders associated with your
14 company, you are not aware of any of them?

15 A None.

16 Q You have been aware about them since they were
17 attached to the lawsuit when they --

18 MR. PUTTERMAN: Objection. Argumentative. Lacks
19 foundation.

20 BY MR. WILENS:

21 Q When the Gilbert lawsuit was filed, which I
22 believe it was in -- around April of 2013, if I'm not
23 mistaken, okay, there were attachments to it, which were a
24 number of cease and desist orders.

25 Did you read them?

1 from Partner Weekly. Was anything done after that to

2 monitor the ongoing lawfulness of the lender?

3 A It's not our responsibility to do that.

4 Q So the answer is "no"?

5 A No.

6 Q The answer to my question is "no"?

7 A It's not our responsibility. There's no law that

8 says we're required to do that.

9 Q Well, there's no law that says you are required to
10 check them out in the first effort, is there? There's no
11 law requiring you to even have them fill out an application
12 and say anything about their corporation, you could just
13 sell them the leads; right?

14 A That's not our business decision.

15 Q So your business decision was to have some level
16 of scrutiny at the beginning and then nothing after that?

17 MR. PUTTERMAN: You know what, I'm going to
18 object, because it lacks foundation. The initial scrutiny
19 is for the business reasons of Selling Source, which is
20 what he's testified to, that they need to know who they are
21 doing business with and they are actually going to get paid
22 for what they provide.

23 BY MR. WILENS:

24 Q Okay. So let's clarify that. We used the term
25 "legitimacy" before, but when the response speaks of the

DOUGLAS GLENN MCKAY Non-Confidential Portion
DINAH PHAM vs. JPMORGAN CHASE BANK

April 07, 2015
198

1 legitimacy of the lender, it was legitimate, as in they are
2 going to be paying Selling Source. That was the concern,
3 right, not legitimate in the sense of legal?

4 A It's not our responsibility.

5 Q I get that. I'm just asking you a question. Was
6 legitimacy --

7 MR. PUTTERMAN: You don't have to answer that
8 question.

9 BY MR. WILENS:

10 Q Was legitimacy, basically, focused whether it was
11 kind a fly-by-night that might take your leads and not pay
12 for them as opposed to whether they were, quote, actually a
13 legal operation?

14 A I think any astute business would do the diligent
15 thing to do to ensure they were going to get paid.

16 Q So that was the only concern, you didn't really
17 care if they legal or illegal?

18 A It is not our responsibility to do that.

19 | 0 You just took their word for it?

20 A They weren't and they were and the owner signed
21 the agreement.

22 Q Of course, if they are already breaking a law by
23 making illegal loans, why would they have a problem
24 warranting that they are going to comply with the law?

25 MR. PUTTERMAN: And how would we know that?

1 in Washington, and you were giving them leads for
 2 Washington residents, but you were also giving them leads
 3 for California residents, would you say, well, you are
 4 illegal in Washington, but we will still go ahead and give
 5 you the leads for California? Would you do that?

6 MR. PUTTERMAN: Objection. Incomplete
 7 hypothetical. Argumentative. Lacks foundation, and
 8 nonsensical.

9 THE WITNESS: I don't understand the question.

10 BY MR. WILENS:

11 Q What is it that you don't understand?

12 A We don't -- they don't sell loans -- I don't know
 13 what you are talking about.

14 Q You have a lender. It's making loans to residents
 15 of the United States, various states. Okay?

16 Are you with me so far?

17 They want leads from you, from Selling Source, and
 18 they are willing to pay for them. They say, we want leads
 19 from California residents and Washington residents.

20 Are you with me so far?

21 A Yes.

22 Q Let's just say you even cared whether they are
 23 legal or not.

24 A There's no -- there's no word in our vocabulary
 25 about caring. The issue is, we do not have a

1 responsibility in this area whatsoever.

2 Q Well, saying you don't have a responsibility is
3 the same as saying you don't care.

4 MR. PUTTERMAN: Oh, hold on.

5 BY MR. WILENS:

6 Q What's the difference?

7 MR. PUTTERMAN: Don't even answer that. That's
8 just pure argument.

9 BY MR. WILENS:

10 Q What's the difference?

11 MR. PUTTERMAN: No. He's not answering that.

12 MR. WILENS: I'm asking -- giving him a question.

13 MR. PUTTERMAN: No. I'm instructing him not to
14 answer that. That's just pure argument on your part --

15 MR. WILENS: I'm asking him --

16 MR. PUTTERMAN: -- and it's simply a rhetorical
17 question. He's not answering it.

18 MR. WILENS: I'm asking him to clarify, in his
19 mind, what is the difference between "it is not our
20 responsibility" and "we don't care."

21 MR. PUTTERMAN: Don't answer it.

22 MR. WILENS: Are you instructing him not to
23 answer?

24 MR. PUTTERMAN: I'm instructing him not to answer.

25 MR. WILENS: Okay.

1 give an answer.

2 A What's your question?

3 Q My question is -- I'm just trying to figure out
4 the state of mind.

5 If I wanted to set up a law office in Florida, and
6 I'm not licensed to practice law in Florida. I'm not a
7 member of the Florida bar, but I want you to get as many
8 leads, Florida customers, and I will pay you for the leads,
9 would that trouble you, as the president of Selling Source?

10 A I can't answer it, because there's no agreements.
11 There's no defined agreements.

12 Q Would it trouble you to even to try to come up
13 with an agreement where what I'm asking you to do is help
14 me do illegal business?

15 MR. PUTTERMAN: Objection to that
16 characterization.

17 And you are not answering that question.

18 BY MR. WILENS:

19 Q Don't you think you were helping Everest Cash
20 Advance make loans to Oregon residents in this example,
21 when you sold leads to them?

22 A It's not our responsibility whatsoever.

23 Q But don't you think you were helping them?

24 A It's not our responsibility.

25 MR. PUTTERMAN: You know what --

1 witness, okay, and if he has any changes, he will provide
2 them through me.

3 And once the statutory time is passed, we can
4 assume we can treat the transcript as if it were signed by
5 the witness.

6 MR. WILENS: Well, what statutory time are we
7 going to use?

8 MR. PUTTERMAN: Isn't it 30 days?

9 MR. WILENS: Well, for a Northern California
10 deponent depositions, I don't know if they use 30 days or a
11 lesser time, but we will go ahead and stipulate to --

12 MR. PUTTERMAN: Because this technically was
13 noticed in the Pham case, which is state court.

14 MR. WILENS: The transcript will be provided to
15 defense counsel, who is ordering a copy anyway, and he will
16 make arrangements for the deponent to review the
17 transcript, to note any changes on the errata page, and
18 then to sign deposition transcript.

19 And this should be accomplished within 30 days of
20 when the transcript is provided to deponent's counsel.

21 If he fails to sign the transcript within that
22 time period, then a certified copy without a signature may
23 be used in lieu of the original for all purposes.

24 MR. PUTTERMAN: Correct.

25 MR. WILENS: So stipulated?



ESQUIRE
SOLUTIONS

EXHIBIT 4: TRANSCRIPT OF DEPOSITION OF GLENN MCKAY

800.211.DEPO (3376)
EsquireSolutions.com

1 MR. PUTTERMAN: So stipulate. And my
2 understanding was that this deposition will apply in the
3 Gilbert action as well as the Pham action; correct?

4 MR. WILENS: That is right.

5 MR. PUTTERMAN: So stipulated?

6 MR. WILENS: So stipulated.

7 MR. PUTTERMAN: Thank you.

8 (Whereupon the deposition of Douglas Glenn McKay
9 concluded at 4:00 P.M.)

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DOUGLAS GLENN MCKAY Non-Confidential Portion
DINAH PHAM vs. JPMORGAN CHASE BANK

April 07, 2015
268

1 STATE OF CALIFORNIA)
2 CITY AND COUNTY OF SAN FRANCISCO) SS:
3)

4 I, Michael Cundy, CSR NO. 12271, a
5 Certified Shorthand Reporter of the State of California,
6 do hereby certify:

7 That the foregoing proceedings were
8 taken before me at the time and place herein set forth;
9 that any witnesses in the foregoing proceedings, prior to
10 testifying, were placed under oath; that a verbatim record
11 of the proceedings was made by me using machine shorthand
12 which was thereafter transcribed under my direction;
13 further, that the foregoing is an accurate transcription
14 thereof.

15 I further certify that I am neither
16 financially interested in the action nor a relative or
17 employee of any attorney or any of the parties.

18 IN WITNESS WHEREOF, I have this date
19 subscribed my name.

20
21 Dated: April 16, 2015

22
23
24
25



Michael Cundy, CSR NO. 12271

DOUGLAS GLENN MCKAY Non-Confidential Portion
DINAH PHAM vs. JPMORGAN CHASE BANK

April 07, 2015
269

1 DEPOSITION ERRATA SHEET

2
3
4 Our Assignment No. 313662
5 Case Caption: Pham
6 vs. JPMorgan Chase Bank, N.A.

7
8 DECLARATION UNDER PENALTY OF PERJURY

9 I declare under penalty of perjury
10 that I have read the entire transcript of
11 my Deposition taken in the captioned matter
12 or the same has been read to me, and
13 the same is true and accurate, save and
14 except for changes and/or corrections, if
15 any, as indicated by me on the DEPOSITION
16 ERRATA SHEET hereof, with the understanding
17 that I offer these changes as if still under
18 oath.

19 Signed on the _____ day of
20 _____, 20____.

21
22 _____
23 Douglas Glenn McKay
24
25

1 DEPOSITION ERRATA SHEET

2 Page No. _____ Line No. _____ Change to: _____

3 _____

4 Reason for change: _____

5 Page No. _____ Line No. _____ Change to: _____

6 _____

7 Reason for change: _____

8 Page No. _____ Line No. _____ Change to: _____

9 _____

10 Reason for change: _____

11 Page No. _____ Line No. _____ Change to: _____

12 _____

13 Reason for change: _____

14 Page No. _____ Line No. _____ Change to: _____

15 _____

16 Reason for change: _____

17 Page No. _____ Line No. _____ Change to: _____

18 _____

19 Reason for change: _____

20 Page No. _____ Line No. _____ Change to: _____

21 _____

22 Reason for change: _____

24 SIGNATURE: _____ DATE: _____

25 Douglas Glenn McKay

1 DEPOSITION ERRATA SHEET

2 Page No. _____ Line No. _____ Change to: _____

3 _____

4 Reason for change: _____

5 Page No. _____ Line No. _____ Change to: _____

6 _____

7 Reason for change: _____

8 Page No. _____ Line No. _____ Change to: _____

9 _____

10 Reason for change: _____

11 Page No. _____ Line No. _____ Change to: _____

12 _____

13 Reason for change: _____

14 Page No. _____ Line No. _____ Change to: _____

15 _____

16 Reason for change: _____

17 Page No. _____ Line No. _____ Change to: _____

18 _____

19 Reason for change: _____

20 Page No. _____ Line No. _____ Change to: _____

21 _____

22 Reason for change: _____

24 SIGNATURE: _____ DATE: _____

25 Douglas Glenn McKay